

### REMARKS

Claims 1-4, 6-8 and 10-28 are pending. Claims 1, 6 and 8 are amended and claims 21-28 are new. No new matter is added. Claims 5 and 9 are cancelled. The Examiner rejected claims 1, 6-8, 10-15 and 17-20 under 35 U.S.C. 102(e) as being anticipated by U.S. Patent No. 6,149,465 ("Berg"). The Examiner rejected claims 2-4 and 16 under 35 U.S.C. 103(a) as being unpatentable over Berg as applied to claims 1 and 15, in view of U.S. Patent No. 6,022,151 ("Meyer-Guldner"). The applicant respectfully traverses the rejections and requests reconsideration in view of the amendments and following remarks.

#### **I. The 102 Rejections**

The Examiner rejected claims 1, 6-8, 10-15 and 17-20 under 35 U.S.C. 102(e) as being anticipated by Berg.

##### Claims 1 and 6-7

Claim 1 recites a pluggable transceiver configured to engage within a cage. The pluggable transceiver includes a housing having a front end configured to couple to a transmission cable and a back end configured to be inserted into a cage. A cam is disposed on an exposed outer surface of the transceiver housing and configured to engage the transceiver within the cage. A release mechanism is attached to the housing and selectively movable between at least a first position and a second position, where the release mechanism is in the first position when the transceiver is engaged within the cage and is moved into the second position to disengage the transceiver from the cage.

The Examiner asserted that Berg discloses a release mechanism and attached a marked-up FIG. 7 from Berg, wherein the Examiner indicated where on FIG. 7 Berg disclosed a release mechanism. If Berg discloses a release mechanism as asserted by the Examiner (which is not conceded, but denied), the "release mechanism" indicated by the Examiner is not selectively movable between at least a first position and a second position, where the release mechanism is in the first position when the transceiver is engaged within the cage and is moved into the second position to disengage the transceiver from the cage. Accordingly, claim 1 is not anticipated by Berg and is in condition for allowance. Claims 6-7 depend from claim 1 and are therefore allowable for at least the same reasons.

Claims 8 and 10-14

Claim 8 recites a cage including a housing having a front end for receiving the pluggable transceiver and defining a slot for engaging the transceiver cam, and a latch disposed at the front end of the cage housing. The latch is configured to bend outwardly from an original position in response to a force applied by the transceiver cam as the transceiver is being inserted into the cage, and to resiliently return to the original position upon engagement of the transceiver cam with the slot defined in the front end of the cage housing. The latch includes a front end having an inner surface that flares outwardly away from an interior region of the cage housing.

The Examiner asserts that Berg discloses a cage including a latch with a front end having an inner surface that flares outwardly away from an interior region of the cage housing. As shown in the applicant's FIGS. 1A, 1B and 2, the inner surface 45 of the latch 40 flares outwardly away from an interior region of the cage 24. The flaring is particularly visible in FIG. 1A by inspecting the element referenced by numerals 40 (the latch) and 45 (the inner surface); as shown, the element appears flared from the uppermost right-hand corner downwardly toward the lowermost left-hand corner.

By contrast, Berg discloses "a latch having a triangular tab 74 that snaps into a triangular opening 76 in a resilient extension 75 of guide rail 38" (Col. 6, lines 51-53). The latch is depicted in Berg's FIGS. 3, 5 and 6. The latch does not include a front end having an inner surface that flares outwardly away from an interior region of a cage housing (as required by claim 8), which is apparent from the cross-sectional views shown in FIGS. 5 and 6. The cross-section of the opening 76 and the portion of the latch on either side of the opening 76 does not indicate any flaring. Accordingly, for at least this reason, Berg fails to disclose the limitations of claim 8.

Claim 8 is therefore in condition for allowance, as are claims 10-14 that depend from claim 8.

Claim 10 is allowable for the following additional reason. Claim 10 recites the cage of claim 8, wherein the cage housing is configured to shield against electromagnetic interference. With respect to claim 10, the Examiner asserted that Berg "discloses the cage housing is configured", and does not assert that the cage housing is configured to shield against electromagnetic interference. The applicant respectfully submits that the Examiner has not made

the latter submission because, in fact, Berg does not disclose such a cage housing. By contrast, Berg discloses a connector 24 (FIG. 2) that cannot shield against electromagnetic interference because a module 22 connected to the connector 24 remains exposed to electromagnetic interference as the "cage housing" (as asserted by the Examiner) does not enclose or otherwise protect a module 22 engaged with the connector 24. Accordingly, Berg does not disclose a cage housing configured to shield against electromagnetic interference, and the limitation of claim 10 is not satisfied by Berg.

#### Claims 15 and 17-20

Claim 15 recites a data coupling system including a pluggable transceiver and a cage. The cage includes a latch disposed at the front end of the cage housing and the latch having an inner surface that flares outwardly away from an interior region of the cage housing. For at least the reasons discussed above in reference to claim 8, Berg fails to disclose a cage housing having a latch with an inner surface that flares outwardly, and accordingly, claim 15 is not anticipated by Berg. Claim 15 and claims 17-20, which depend from claim 15, are in condition for allowance.

## **II. The 103 Rejections**

The Examiner rejected claims 2-4 and 16 under 35 U.S.C. 103(a) as being unpatentable over Berg as applied to claims 1 and 15, in view of Meyer-Guldner. Claim 2 recites the pluggable transceiver of claim 1, wherein the cam has a chamfered surface exposed for contact with the cage latch as the transceiver is being inserted into the cage. Claim 3 recites the pluggable transceiver of claim 2, wherein the chamfered surface of the cam is rectangular, and claim 4 recites the pluggable transceiver of claim 2, wherein the chamfered surface of the cam tapers from the front end to the back end of the transceiver housing. Claim 16 recites the data coupling system of claim 15, wherein the cam has a chamfered surface exposed for contact with the cage latch as the transceiver is being inserted into the cage.

The Examiner acknowledges that Berg does not disclose a cam having a chamfered surface, but asserts that Meyer-Guldner teaches a chamfered surface. With respect to claims 2-4, for reasons stated above in reference to claim 1, Berg fails to disclose the release mechanism recited in claim 1, and thereby included in the dependent claims 2-4. Since Meyer-Guldner also

fails to disclose such a release mechanism, claims 2-4 are therefore allowable over Berg in view of Meyer-Guldner.

With respect to claim 16, for reasons stated above in reference to claim 15, Berg fails to disclose a cage housing having a latch with an inner surface that flares outwardly. Meyer-Guldner also does not disclose a cage housing with such a latch either, and accordingly, claim 16 is patentable over Berg in view of Meyer-Guldner.

### **III. New Claims**

Claims 21-28 are new. No new matter is added. Claim 21 depends from claim 17, which depends from claim 15; claim 21 is allowable for at least the same reasons stated above in reference to claim 15. Additionally, Berg does not disclose a release mechanism selectively movable between at least a first position and a second position, as required by claim 21. Accordingly, claim 21 is in condition for allowance.

Claims 22 and 23 depend from claim 8, and are therefore allowable for at least the same reasons stated above in reference to claim 8. Additionally, claim 22 recites a housing including an upper portion, a lower portion and at least two sidewalls, thereby forming an interior region. Berg does not disclose a housing having an upper portion or at least two sidewalls. By contrast, Berg discloses a connector having a base that receives a transceiver, and the transceiver is not received into an enclosed or even partially enclosed housing. Accordingly, claims 22 and 23 which depends from claim 22, are in condition for allowance.

Claim 24 recites a cage configured to receive a pluggable transceiver. The cage includes a housing configured to shield against electromagnetic interference. By contrast, Berg discloses a connector 24 (FIG. 2) that cannot shield against electromagnetic interference because a module 22 connected to the connector 24 remains exposed to electromagnetic interference as the connector does not enclose or otherwise protect a module 22 engaged with the connector 24. Accordingly, Berg does not disclose a cage housing configured to shield against electromagnetic interference, and claim 24 is in condition for allowance. Claims 25-28 depend from claim 24 and are therefore allowable for at least the same reasons.

Enclosed is Check No. 156003 for \$194.00 for excess claim fees. Please apply any other charges or credits to deposit account 06-1050.

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Respectfully submitted,

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